

Michigan Public Service Commission
Re: Ameritech Michigan Section 271 Application
For the State of Michigan

Interconnection agreements for Brooks, MFS, TCG, and AT&T contain provisions that require nondiscriminatory access to telephone numbers as included in the dialing parity requirements of Section 251(b)(3) of the Act.⁸⁷

Ameritech Michigan has assigned 96 NXXs in Michigan to competing local exchange providers.⁸⁸ It has not been determined whether Ameritech Michigan is providing at least one NXX per area code to each authorized provider of local telephone service, exchange access service, or paging service, as required by the FCC.

Subsequent to the MPSC's action in Cases Nos. U-10647 and U-10860, little if any controversy surfaced pertaining to nondiscriminatory access to numbers. Through its Staff's involvement on the Citizens Area Code Split Committee in 1995 and 1996, the MPSC is aware that the assignment of NXXs to competing carriers as well as paging service providers has resulted in the need to introduce three new area codes in what was formerly the 313 area code.

MFS indicates that there have been problems with the accuracy of Ameritech Michigan's loading of MFS NXXs into Ameritech Michigan's switches and rate tables. MFS claims this has or could cause customer confusion related to rates for calls placed on the MFS network.

⁸⁷Section 14 of each interconnection agreement.

⁸⁸Ameritech Michigan's December 16, 1996 Submission of Information in Case No. U-11104, Attachment B, p. 41.

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It appears that Ameritech Michigan meets the checklist item of providing nondiscriminatory access to telephone numbers to competing local exchange carriers.

J. Checklist Item (x)

Nondiscriminatory access to databases and associated signaling necessary for call routing and completion.

Ameritech Michigan's interconnection agreements with Brooks, MFS, and TCG provide for access to "databases and associated signaling necessary for the routing and completion of" traffic in compliance with the requirements of Section 271 of the Act.⁸⁹ No prices are specified in any of these agreements for access to such databases and signaling, and these services are only available through the bona fide request process. Brooks' agreement includes access to databases provided under Section 271(c)(2)(B)(x) from other tariffs and other providers' agreements through its MFN clause. MFS's and TCG's agreements do not include database or signaling access in their MFN clauses.

Only AT&T's interconnection agreement provides for detailed availability of all signaling networks and call related databases as required by 47 C.F.R. 51.319(e)(1) and (2) of the FCC Rules. Terms and conditions for access to these services were arbitrated by the MPSC and prices were established in compliance with Section 252 of the Act. Prices for service management systems required in 47 C.F.R. 51.319(e)(3) are provided in the AT&T

⁸⁹Section 16.0 of MFS's and Brooks' interconnection agreements; Section 17.0 of TCG's interconnection agreement.

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agreement only through the bona fide request process. Ameritech Michigan is not yet providing service to AT&T pursuant to its interconnection agreement.

Ameritech Michigan indicates that it furnishes Brooks, TCG, and MFS unbundled access to 800 and Line Information Data Bases although, as indicated above, access is not pursuant to the interconnection agreements of these providers. TCG denies that it is purchasing unbundled access to these elements.⁹⁰ Ameritech Michigan says that it offers access to signaling services through its interstate and intrastate access tariffs. For more than a year, state law has also required that Ameritech Michigan provide access "on a nondiscriminatory basis and in a timely and accurate manner, to data bases, including, but not limited to, the line information data base (LIDB), the 800 data base, and other information necessary to complete a call within the exchange, either on terms and conditions as the providers may agree or as otherwise ordered by the commission."⁹¹ Ameritech Michigan indicates that approximately 1.1 million queries to call-related databases were billed by Ameritech Michigan to other carriers in Michigan during the month of September 1996 alone. It also indicates, however, that the entities purchasing these services include "interexchange carriers, independent telephone companies, cellular carriers and others"

⁹⁰TCG's January 9, 1997 Comments in Case No. U-11104, Attachment A, Affidavit of Michael Pelletier.

⁹¹MCL 484.2363, Attachment 9.

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interconnected to Ameritech Michigan "for purposes of access to call-related databases and signaling." ⁹²

In summary, Ameritech Michigan is offering and providing access to its signaling networks and its call related databases pursuant to portions of its interstate and intrastate access tariff. These services are also available under the arbitrated rates, terms, and conditions of the AT&T interconnection agreement. Although AT&T is not yet in service, Brooks is in service and under its MFN clause the rates, terms, and conditions in the AT&T contract appear to be available to Brooks as well. Ameritech Michigan appears to comply with this checklist item.

K. Checklist Item (xi)

Until the date by which the Commission issues regulations pursuant to section 251 to require number portability, interim telecommunications number portability through remote call forwarding, direct inward dialing trunks, or other comparable arrangements, with as little impairment of functioning, quality, reliability, and convenience as possible. After that date, full compliance with such regulations.

The MPSC ordered Ameritech Michigan's provision of number portability in Case No. U-10647 in February 1995. This action predated both the Act and FCC action. Brooks had been purchasing interim number portability from these tariffs prior to its interconnection agreement, which was approved by the MPSC on November 26, 1996. Interconnection agreements for TCG and MFS also provide for interim number portability.

⁹²Ameritech Michigan's Brief in Support of its Section 271 Application, p. 35.

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Number portability at this time is provided through two methods, remote call forwarding and direct inward dialing trunks. Interim number portability via NXX migration is available to competitors under the AT&T interconnection agreement through their MFN clauses.

AT&T believes Ameritech Michigan cannot comply with this checklist item unless it offers route indexing as a interim number portability.⁹³ This method was specifically rejected in the MPSC's arbitration decision in Cases Nos. U-11151 and U-11152, but the interconnection agreement does have the bona fide request process available to provide for that method.

The price and price recovery for interim number portability are consistent with the FCC Rules, Michigan law, and the MPSC's actions. Pursuant to interconnection agreements, competitors are billed at tariffed or contract rates, subject to payment, if any, once competitively neutral cost recovery methods are established.

Based on Ameritech Michigan's filing, more than 19,000 numbers have been ported.⁹⁴

In Michigan, Ameritech Michigan is offering interim carrier number portability on a statewide basis. Geographic number portability is available in limited situations. Service number portability is not being provided.

⁹³AT&T's January 9, 1997 Comments in Case No. U-11104, p. 7.

⁹⁴Ameritech Michigan's Brief in Support of its Section 271 Application, p. 36.

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Long-term or true number portability is required in Michigan by statute by January 1, 1999 unless the MPSC determines it is economically and technically feasible to provide it prior to that date.⁹⁵ In its order in Case No. U-10860 dated June 5, 1996, the MPSC made such a determination. Ameritech Michigan and GTE were required to implement true or long-term number portability when that implementation begins in Illinois.

In the FCC's CC Docket 95-116, the deployment of true or long-term number portability in Michigan is as follows;

<u>MSA</u>	<u>TIME FRAME</u>
Detroit	1/98 - 3/98
Grand Rapids	7/98 - 9/98
Ann Arbor	10/98 - 12/98
All others	Bona Fide Request

Ameritech Michigan and WinStar co-chair a Michigan "True" Number Portability Workshop, which is working with Michigan's telecommunications industry within the parameters established by the FCC to address Michigan specific requirements and needs.

This true or long-term number portability does not include geographic or service number portability.

It appears that Ameritech Michigan complies with checklist item (xi).

⁹⁵ Attachment 9, MCL 484.2358.

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L. Checklist Item (xii)

Nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3).

This checklist item requires local dialing parity to be provided as prescribed in Section 251(b)(3) of the Act. This section in turn defines dialing parity to include nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listings with no unreasonable dialing delays.

From the FCC's perspective, local dialing parity is achieved by implementing interconnection, number portability, and nondiscriminatory access to telephone numbers. In addition, the FCC requires an LEC to permit telephone exchange service customers within a local calling area to dial the same number of digits to make a local telephone call notwithstanding the identity of the customer's or called party's telecommunications provider.⁹⁶ Finally, in general, local and toll dialing parity shall be provided with no unreasonable dialing delays.

With this background, the interconnection aspect of local dialing parity is met by the interconnection requirements apparently satisfied in checklist item (i).

Number portability is an Ameritech Michigan tariffed service and is currently being provided to Brooks pursuant to the MPSC's order in Case No. U-10647. Interconnection agreements between Brooks, TCG, and MFS each contain provisions for number portability.

⁹⁶47 C.F.R. 51.207.

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The AT&T interconnection agreement provides for number portability but, as discussed above, AT&T disputes checklist compliance because the route indexing method for interim number portability is not mandated. It should be noted that Ameritech Michigan's apparent compliance with checklist item (xi) also satisfies this requirement of local dialing parity.

Nondiscriminatory access to telephone numbers is provided pursuant to the MPSC's action in Case No.U-10647. The Brooks, TCG, and MFS interconnection agreements also call for access to telephone numbers. It is noteworthy that access to telephone numbers and growth in the 313 and 810 area codes have accelerated the consumption of telephone numbers to the extent that two new Michigan area codes are required, one to be placed in service during 1997 and the other during 1998.

The MPSC's actions, followed by interconnection agreements with Brooks, TCG, and MFS, have established that these companies are experiencing local dialing parity consistent with the Act. It thus appears that Ameritech Michigan complies with this checklist item.

M. Checklist Item (xiii)

Reciprocal compensation arrangements in accordance with the requirements of section 252(d)(2).

It appears that Ameritech Michigan complies with this checklist requirement.

Reciprocal compensation arrangements are available to Brooks and MFS pursuant to their negotiated interconnection agreements. Reciprocal compensation arrangements are also available to TCG and AT&T pursuant to their arbitrated interconnection agreements, where

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prices for these services were established by the MPSC pursuant to Section 252(d)(2) of the Act and Michigan law. Finally, end office and local switching services are available pursuant to Ameritech's Michigan tariffs. These tariffs were originally established following the February 1995 order of the MPSC in the City Signal complaint case and were revised as recently as December 12, 1996 pursuant to another order of the MPSC on local switching.⁹⁷

Ameritech Michigan submits that 35.4 million minutes of incoming and outgoing traffic were subject to reciprocal compensation in September 1996.⁹⁸ Ameritech Michigan also specifies that it is providing reciprocal compensation to Brooks.⁹⁹ It is again unclear whether reciprocal compensation is provided to Brooks pursuant to tariff or pursuant to its interconnection agreement (where the reciprocal compensation rates exceed those in the tariff). If Brooks is purchasing reciprocal compensation pursuant to its interconnection agreement, the lower rates included in the tariff and AT&T's agreement may be available to Brooks pursuant to its MFN clause, but this may require Brooks to replace the entire "interconnection" and "transport and routing of exchange traffic" portions of its agreement as discussed earlier. Finally, however, Brooks may not wish to adopt the lower rates (if it is not already using them) because it appears that Brooks terminates more local traffic from Ameritech Michigan than does Ameritech Michigan from Brooks, so the higher price is

⁹⁷Case No. U-11156, Attachment 10.

⁹⁸Ameritech Michigan Brief in Support of its Section 271 Application, p. 37.

⁹⁹Ameritech Michigan's December 16, 1996 Submission of Information in Case No. U-11104, Affidavit of Gregory J. Dunne, p. 69.

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advantageous to Brooks. Only a tandem switching rate is provided in the reciprocal compensation agreement of MFS and, similar to the Brooks agreement, the rate exceeds that in present tariffs and in the AT&T agreement. These latter rates may again be available to MFS pursuant to its MFN clause.

Ameritech Michigan provides reciprocal compensation to Brooks, although the rates for this service were not established pursuant to Section 252(d)(2). Reciprocal compensation rates included in the TCG and AT&T agreements do comply with Section 252(d)(2). However, TCG and AT&T may not be purchasing this service as yet. It appears that Ameritech Michigan complies with this checklist requirement because it has offered to provide this service at prices established pursuant to Section 252(d)(2) or is offering the service already to Brooks and Section 252(d)(2) prices may be available under its MFN clause.

N. Checklist Items (xiv)

Telecommunications services are available for resale in accordance with the requirements of sections 251(c)(4) and 252(d)(3).

The Act requires Ameritech Michigan to offer for resale to competitors at wholesale rates any telecommunications service it provides at retail to nontelecommunication carriers without unreasonable or discriminatory conditions or limitations. In addition, the wholesale prices shall be determined by the State commission. Such determinations shall recognize the retail price less any costs associated with marketing, billing, collection, and other costs that

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will be avoided. Michigan law also requires the resale of all basic local exchange services at wholesale prices.¹⁰⁰ This provision shall be nondiscriminatory with respects to the terms and conditions of the provision of these services. The wholesale price for these services shall be no greater than the provider's current retail rates less the provider's avoided costs.

The Act covers all retail services, while Michigan law covers only basic local exchange services. However, both the Act and Michigan law are consistent in the provision and pricing of wholesale services. This similarity is important when considering wholesale prices, given the fact that the FCC's pricing rules are currently stayed by federal court action.

At the present time, Ameritech Michigan has filed a Michigan tariff for regulated and non-regulated services that covers the provision of services at wholesale prices. That tariff offers a 22% across the board discount from retail prices. This discount level is consistent with that determined by the MPSC in arbitrated interconnection decisions for AT&T, MCI, and Sprint. The 22% discount determined pursuant to the MPSC's arbitration process complies with the pricing requirements of Section 252(d)(3) of the Act. Ameritech Michigan, in this filing and in the MPSC's Case No. U-11104, indicates that resale services are available to TCG and Brooks pursuant to each competitor's respective interconnection agreements.

¹⁰⁰Attachment 9, MCL 484.2357.

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The availability pursuant to the TCG, MFS, and Brooks interconnection agreements is identified in Sections 10.1 and 10.2 of each agreement. The operative section for compliance lies in each contract's MFN clause at Sections 29.13, 28.14, and 28.15, respectively. These sections permit the utilization of the resale terms and rates in the AT&T interconnection agreement by other providers in certain circumstances.

Based on the information filed by Ameritech Michigan with the MPSC in Case No. U-11104 and the FCC in this matter, no competitors are providing services pursuant to interconnection agreements or prices that comply with Sections 251(c)(4) or 252(d)(3). However, this checklist item requires only availability pursuant to those sections. The TCG, MFS, Brooks, and AT&T interconnection agreements provide availability. The AT&T agreement and the MFN clauses in the TCG, MFS, and Brooks agreements satisfy the pricing standards in Section 252(d)(3) of the Act.

IV. IntraLATA Toll Dialing Parity Plan

In Michigan, Ameritech Michigan's provision of interLATA services must be preceded by intraLATA toll dialing parity. Pursuant to Section 271(e)(2)(B), Michigan is exempt from the requirements of Section 271(e)(2)(A) due to the MPSC's action in Case No. U-10138 on February 28, 1994 and March 10, 1995.

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The FCC requires an LEC to file an implementation plan with each state in which it offers telephone exchange service and requests authority to provide interLATA toll service.¹⁰¹ The rule also requires that an LEC cannot offer intraLATA toll dialing parity within a state until an implementation plan has been approved by the state. The MPSC, prior to the Act and the FCC Rules covering dialing parity implementation plans, established by order a schedule for implementation and the specific technical aspects of that implementation (e.g., 2-PIC, customer notification, cost recovery) that are consistent with the Act. Action of the Michigan Legislature in 1995 delayed the implementation schedule, but did not overturn the MPSC's orders. A history of the intraLATA dialing parity issue in Michigan follows.

1. On February 24, 1994, the MPSC ordered intraLATA dialing parity to be implemented in Michigan as soon as Ameritech Michigan and GTE North Incorporated (GTE) were authorized and able to provide interLATA toll service, but in no event later than January 1, 1996. The Staff was also directed to coordinate the formation of a task force to address all mechanisms necessary to establish full intrastate toll competition.
2. Ameritech Michigan and GTE appealed the Order, as well as the MPSC's Order of July 19, 1994 denying their petitions for rehearing.
3. On January 12, 1995, the Court of Appeals affirmed the MPSC Orders. GTE North v MPSC, 215 Mich App 137, 544 NW2d 678 (1996).
4. On March 10, 1995, the MPSC confirmed its Order requiring implementation of intraLATA dialing parity on January 1, 1996.
5. In November 1995, the Michigan Legislature amended the Michigan Telecommunications Act. The amended act deferred the schedule for implementation

¹⁰¹47 C.F.R. 51.213.

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of dialing parity from January 1, 1996 to May 1, 1996 and did not alter or amend MPSC Orders dated prior to June 1, 1995.

6. On May 2, 1996, MCI and AT&T filed a motion to compel compliance with the February 24, 1994 and March 10, 1995 MPSC Orders, which the MPSC granted on June 26, 1996.

7. On July 9, 1996, Ameritech Michigan filed three motions in Case No. U-10138 with the MPSC--a motion for a stay of order, a motion for reopening, and a motion for rehearing. The MPSC denied each of these motions by Order dated October 7, 1996.

8. On October, 11, 1996, Ameritech Michigan filed an action in the U.S. District Court, Western District of Michigan, alleging violations of the Federal Telecommunications Act, violations of civil rights under 42 USC 1983, and violations of its constitutional "liberty interests." On November 4, 1996, the Federal Court entered an order dismissing Ameritech Michigan's motion for a preliminary injunction and abstaining from the case.

9. On November 5, 1996, Ameritech Michigan filed a claim of appeal in the Michigan Court of Appeals from the MPSC's June 26, 1996 and October 7, 1996 Orders in Case No. U-10138.

10. On November 5, 1996, AT&T and MCI filed a complaint in the Ingham County Circuit Court seeking a writ of mandamus to compel Ameritech Michigan to comply with the MPSC's dialing parity orders.

11. The Circuit Court, on November 20, 1996, issued an order granting the writ and directing Ameritech Michigan to comply with the implementation schedule as set forth in the MPSC's Orders.

12. On November 22, 1996, Ameritech Michigan filed an emergency motion with the Michigan Court of Appeals which, among other things, requested an immediate stay of the underlying MPSC Orders on dialing parity.

13. The Court of Appeals entered a stay, which halted implementation of intraLATA dialing parity, on December 4, 1996.

14. On January 14, 1997, the Michigan Supreme Court denied motions by the MPSC, MCI, and AT&T to vacate the Court of Appeals' stay.

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Parallel to these legal and regulatory actions related to intraLATA dialing parity, on November 27, 1996, Ameritech Michigan filed a "Compliance Filing and Request for Approval of Plan on IntraLATA Dialing Parity" in Case No. U-11104.

The compliance aspect of this filing related to the local dialing parity checklist item. This matter is discussed in these comments related to checklist item (xii), local dialing parity.

Before December 2, 1996, Ameritech Michigan had already converted exchanges comprising 10% of its access lines in Michigan to intraLATA dialing parity.

On December 2, 1996, Ameritech Michigan converted additional exchanges to provide intraLATA dialing parity to a total of 50% of its access lines in Michigan. On January 2, 1997, Ameritech Michigan converted more exchanges to provide intraLATA dialing parity to a total of 70% of its Michigan access lines.

The first 10% were converted pursuant to Michigan law. The next two conversions were made on a schedule consistent with Ameritech Michigan's proposed intraLATA dialing parity implementation plan. The technical aspects of all of these conversions were consistent with the MPSC's Orders related to intraLATA dialing parity.

Based on Ameritech Michigan's proposed implementation plan and action to date, the remaining exchanges comprising 30% of Ameritech Michigan's access lines will be converted to intraLATA dialing parity 10 days prior to the company's exercising its interLATA authority, should it be granted by the FCC.

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Given its plan and action to date relative to conversion, it appears Ameritech Michigan will comply with the requirements Section 271(e)(2)(A). Compliance with the MPSC's dialing parity orders is a matter currently pending before state courts.

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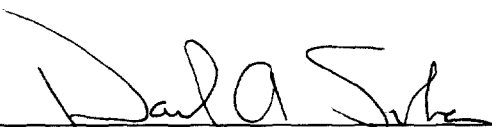
V. Conclusion.

As required by Section 271(d)(2)(B) of the Act, the MPSC submits herein its
comments in regard to the Section 271 Application of Ameritech Michigan.

Respectfully submitted,
MICHIGAN PUBLIC SERVICE COMMISSION



John G. Strand
Chairman



David A. Svanda
Commissioner

DATED: February 5, 1997

MICHIGAN PUBLIC SERVICE COMMISSION
RE: AMERITECH MICHIGAN 271 APPLICATION
FOR THE STATE OF MICHIGAN

LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION
1.	Omitted pages of Brooks Fiber Communications and Ameritech Interconnection Agreement.
2.	January 28, 1997 MPSC order in Case No. U-11239 regarding USN Communications, Inc. and Ameritech Michigan Interconnection Agreement.
3.	October 28, 1996, Decision of the Arbitration Panel in Cases Nos. U-11151 and U-11152, Ameritech Michigan and AT&T Petition for Arbitration.
4.	TCG Detroit's letter dated November 14, 1996 concerning the Ameritech Michigan and TCG Interconnection Agreement (Arbitration Case No. U-11138)
5.	Letters to the MPSC relating the Ameritech Michigan and AT&T Interconnection Agreements. December 6, 1996 from Ameritech December 6, 1996 from AT&T December 26, 1996 from Ameritech Michigan January 14, 1997 from AT&T January 16, 1997 from Ameritech Michigan January 17, 1997 from AT&T January 29, 1997 from Ameritech Michigan
6.	December 20, 1996 MPSC order in Case No. U-11168 regarding MCI Telecommunications Corporation and Ameritech Interconnection Agreement. January 15, 1997 MPSC order in Case No. U-11203 regarding Sprint Communications Company, L.P., and Ameritech Michigan Interconnection Agreement.

7. July 16, 1996 MPSC order in Case No. U-11134 establishing arbitration procedures under the Federal Telecommunications Act of 1996.
8. Additional filings in MPSC Case No. U-11104.

January 6, 1997	Telecommunications Resellers Association
January 7, 1997	Brooks Fiber Communications
January 17, 1997	Brooks Fiber Communications
January 27, 1997	Ameritech Michigan
January 28, 1997	Ameritech Michigan
January 30, 1997	Michigan Cable Telecommunications Association
January 31, 1997	Ameritech Michigan
January 31, 1997	Ameritech Michigan
January 31, 1997	Michigan Consumer Federation
9. 1991 Public Act 179 as amended, the Michigan Telecommunications Act.
10. December 12, 1996 MPSC order in Cases Nos. U-11155 and U-11156 concerning TSLRIC studies for interim number portability, unbundled loops and local traffic termination.
11. December 12, 1996 MPSC order in Cases Nos. U-11280, U-11281 and U-11224 to review the TSLRICs and prices for Ameritech Michigan and GTE-North, Inc., unbundled network elements, interconnection services, resold services and basic local exchange services.



Case No. U-11178

**AGREEMENT BY AND BETWEEN
BROOKS FIBER COMMUNICATIONS
AND
AMERITECH
FOR ENHANCED 9-1-1 SERVICE
Dated May 1, 1996**

**AGREEMENT BY AND BETWEEN
BROOKS FIBER COMMUNICATIONS
AND
AMERITECH
FOR ENHANCED 9-1-1 SERVICE**

This agreement ("Agreement") is made this 29th day of April, 1996 (the "Effective Date"), between Ameritech Michigan ("Ameritech"), a Michigan Corporation, and Brooks Fiber Communications of Michigan, Inc. ("Exchange Carrier"), a Michigan corporation doing business as Brooks Fiber Communications (both individually, the "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Ameritech possesses a network capable of providing specific Enhanced 9-1-1 Service ("E911") to Exchange Carrier as further described in Exhibit A;

WHEREAS, this network provides a means of forwarding 9-1-1 calls delivered from Exchange Carrier's Network to an Ameritech Control Office for the further purpose of routing to an Ameritech designated primary Public Safety Answering Point ("PSAP") or to designated alternate locations and displaying the originating caller's telephone number or central office identification code, plus the street address to an attendant position console of the PSAP or designated alternate location;

WHEREAS, Ameritech will provide access to a centralized Automatic Location Identification/Data Management System ("ALI/DMS") data base for the purpose of storing and updating information required for the provisioning of E911 service and will provide certain services to Exchange Carrier in connection with using this data base;

WHEREAS, Exchange Carrier desires to purchase Enhanced 911 Service for the provisioning of such service to Exchange Carrier's subscribers.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties hereto agree as follows:

1. Definition of Terms

For purposes of this Agreement, the following terms shall mean:

- 1.1 *Affiliate* (including the terms "Affiliate of" and "Affiliated with") means a Person that directly or indirectly through one or more intermediaries, Controls or is Controlled By or is Under Common Control With, the specified Person.
- 1.2 *Agreement* means the terms and conditions, and any other exhibit(s), attachment(s), addendum, or document(s), attached hereto and made a part hereof [or incorporated herein by reference] including any written amendments to this Agreement which have been signed by duly authorized representatives of the Parties.
- 1.3 *Ameritech Companies* means Ameritech Michigan, its parent, (Ameritech Corporation) and subsidiaries and affiliates controlled directly or indirectly by Ameritech Corporation.
- 1.4 *Automatic Location Identification ("ALI")* means a feature by which the service address associated with the calling party's listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's, including, but not limited to, secondary locations and off-premise extensions will be identified with the service address of the calling party's listed number.
- 1.5 *Automatic Number Identification ("ANI")* means a feature by which the calling party's telephone number is automatically forwarded to the E911 Control Office and to the PSAP display and transfer office.
- 1.6 *Compensation* means monetary amounts due from one party to the other for facilities provided and/or services rendered under this Agreement.
- 1.7 *Confidential Information* means any information or data disclosed by a party (the "Disclosing Party") to the other party (the "Recipient") under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable

form, is clearly marked as proprietary, confidential, or private when disclosed or (b) if oral or visual, is identified as proprietary, confidential or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.

- 1.8 *Control* (including the terms "Controlled By" and "Under Common Control With") means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- 1.9 *Control Office* means the central office providing tandem switching capability for E911 calls. It controls switching of ANI information to the PSAP and also provides the SR (as defined herein), feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.
- 1.10 *Service Agency* means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E911 telecommunications service for the purpose of voice-reporting emergencies by the public.
- 1.11 *Customer Name and Address Information (CNA)* may include the name, service address and telephone numbers of an exchange carrier's subscribers for a particular exchange calling area. This data includes nonpublished listings, coin telephone information and published listings.
- 1.12 *Data Management System ("DMS")* means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing ("SR") and ALI features.
- 1.13 *Emergency Services* may include but are not limited to police, fire, ambulance, rescue and medical service.
- 1.14 *End Office or Central Office ("EO" or "CO")*, means the Ameritech point of presence in the E911 system which receives originating E911 calls
- 1.15 *E911: Enhanced 911 (E911) Service* provides completion of 911 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).

1.16 *Exchange* means a geographic area established for the furnishing of local telephone service under a local tariff. It consists of one or more wire centers together with the associated facilities used in furnishing communications service within the area.

1.17 *Person* means a natural person, corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business trust, business association or other legally recognized business association.

1.18 *Public Safety Answering Point (PSAP)*: An answering location for 911 calls originating in a given area. A PSAP may be designed as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.19 *Selective Routing (SR)*: An E911 feature that routes an E911 call from a Control Office to the designated primary PSAP based upon the identified number of the calling party.

1.20 *Service Line* means a telecommunications link from the Central Office terminating at the PSAP.

2. Term

Except as otherwise provided herein, Ameritech shall provide the E911 service for an initial term of one (1) year commencing on the Effective Date. This Agreement shall automatically renew thereafter until either Party gives the other Party notice of termination at least ninety (90) days prior to the expiration of the initial term or subsequent to the initial term, except as otherwise provided herein including but not limited to, termination due to an Ameritech price change.

3. Service and Facilities Provided

3.1 Ameritech will provide Exchange Carrier with multiplexing at the Ameritech Central Office at rates, terms and conditions provided in